

Berkeley County Development Authority

Request for Proposals (RFP)

For

Construction of Entry Road (Corning Way) Extension - Berkeley County, WV

November 2022

**REQUEST FOR PROPOSALS (RFP) REGARDING
CONSTRUCTION OF ENTRY ROAD (CORNING WAY) EXTENSION - BERKELEY
COUNTY, WV**

The Development Authority of Berkeley County, West Virginia (herein referred to as the “Development Authority” or “BCDA”) is requesting Proposals from interested parties for the “Construction of Entry Road (Corning Way) Extension – Berkeley County, WV”.

The Development Authority (or its designated representatives) will be evaluating submissions to this request (the “Proposals”) and will ultimately select an individual and/or firm judged to be both responsible and responsive to the request in every way. The Development Authority may interview some or all prospective individuals/firms to discuss Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the Development Authority is available from the Development Authority Office, 300 Foxcroft Avenue, Suite 201, Martinsburg, WV 25401, or by telephone at 304-267-4144. Inquiries should be directed to Jennifer Smith, Executive Director, 304-267-4144.

One (1) copy of submittals of Proposals from interested parties should be enclosed in a sealed opaque envelope marked **“Request for Proposals for Construction of Entry Road (Corning Way) Extension - Berkeley County, WV”**. Proposals must be submitted and time-stamped into the Development Authority Office, 300 Foxcroft Avenue, Suite 201, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Friday, November 25, 2022.** Failure to provide the required information as requested in the RFP for the Development Authority’s review may result in disqualification.

The Development Authority shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Development Authority does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

The Development Authority reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in its best interest.

I. INTRODUCTION:

The BCDA is requesting Proposals from individuals and/or firms for the “Construction of the Entry Road (Corning Way) Extension – Berkeley County, WV”. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is in the eastern panhandle of West Virginia. According to 2020 Census information, Berkeley County has a population of 122,076 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

The BCDA, in partnership with the Berkeley County Council, recognizes the need to invest in infrastructure to promote economic development in the Eastern Panhandle of West Virginia. On behalf of the A&M Products Manufacturing Facility (“Clorox”), the BCDA applied for Industrial Access Road Funds from the West Virginia Department of Transportation, Division of Highways in order to complete the access road from Corning Way to the Clorox plant. Work is only to be completed on the unpaved portion of Corning Way which is currently gravel. The grant has recently been awarded to the BCDA.

III. SCOPE OF SERVICE:

The successful bidder shall provide and deliver labor and materials necessary to complete the construction of the Entry Road (Corning Way) Extension, including but not limited to:

1. Continuance allowance for site access, including to the Clorox plant
2. 2” Asphalt Surface Course (Surface – SM 12.5A)
3. Bituminous Tack Coat
4. 4” Asphalt Base Course (Base – BM 25.0)
5. Compacted Subgrade
6. 12” Dirty Tailing or Rock Dirt Combination
7. 200 LB Woven Fabric (WVDOH Approved)
8. Shoulder (Build-up to match top of asphalt)
9. Ditch flowline (Grade to Drain)

IV. Q & E/TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. ***At a minimum, your Proposals Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent’s services.***

A. Firm Information

1. Name, address, telephone number (landline and cell), fax number of the individual and/or firm from which the project will be managed.
2. Parent company, if any.

B. Firm Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the requested services during the performance of the contract. Please assure that the information provided includes any pertinent experience and technical competence in providing the services requested.
2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, Proposals, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Provide a narrative of any relevant training and/or experience that qualifies the individual/company to provide the services listed above.

C. Miscellaneous Requirements:

After award but before execution of the contract:

1. The selected contractor must provide proof that they possess the required professional licensing to conduct business in the State of West Virginia.
2. The selected contractor will be responsible for obtaining the required State, Federal, and Local Permits.
3. The selected contractor must certify that only US Citizens or those persons legally in the United States will be performing work within the Scope of Services.
4. The selected contractor must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.
5. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. **PROPOSAL:**

At a minimum, your Proposal shall include the following:

1. Complete, detailed narrative addressing all items in Section III above.
2. Fully executed Non-Collusion Certificate - Attachment A.

3. Information pertaining to required business licenses as required by law.
4. Statement that only US Citizens or legal immigrants will be used in the fulfillment of the contract.
5. A statement that the minimum insurance requirements as detailed in Section IX below will be in effect prior to execution of the contract.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.
8. Fees and costs to be charged and whether such compensation will be a flat fee or a time and costs method.

VI. TERM OF CONTRACT:

- A. The contract will commence upon award by the Development Authority and remain in effect for 6 calendar months from inception.
- B. If the Individual and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the Development Authority reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

The Development Authority will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in their possession. The Development Authority makes no warranty as to the accuracy of existing documents or will they accept any responsibility for errors and omissions that may arise from the Individual/Company having relied upon them.

VIII. COMPENSATION:

Invoices must be submitted to:

Berkeley County Development Authority
300 Foxcroft Avenue, Suite 201
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

IX. INSURANCE REQUIREMENTS:

General Liability – The successful Bidder must show evidence of general liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts, prior to execution of a contract with the Development Authority. The BCDA shall be added as an additional insured for the duration of the contract.

X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

A performance bond in the amount of one hundred and ten percent (110%) of the contract price shall be required for this project.

XI. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of applicable purchasing policies. The Development Authority shall not be liable for any costs not included in the proposal, not contracted for subsequently, or regarding preparation of your proposal.
- B. The Development Authority will evaluate responses to this request and select the lowest bidder as required by the West Virginia Code.

XII. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all Proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals may not be altered or amended after they are opened.
- E. The Development Authority reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XIII. TERMS AND CONDITIONS:

- A. The Development Authority reserves the right to reject any or all proposals or to award the contract to the next recommended Individual/Company if the successful Individual/Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The Development Authority reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up to the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the Development Authority the services set forth above, in the manner and at the costs set forth.
- D. The selected Individual/Company shall be required to enter into a contract agreement with the Development Authority. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Development Authority's Legal

Counsel and shall contain, at a minimum, applicable provisions of this request for proposal. The Development Authority reserves the right to reject any agreement that does not conform to this request for proposal and any Development Authority requirements for agreements or contracts.

- E. Selected Individual/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Development Authority. If subcontractors will be used, the Proposal shall identify all subcontractors and the portion of the work that will be provided.
- F. Individuals/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the Development Authority under the West Virginia Freedom of Information Act.
- G. The Development Authority shall not be liable for any costs incurred by the Individual/Company regarding preparation of its proposal.
- H. The Development Authority reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the BCDA.
- I. The Development Authority reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Individual/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- K. The Individual/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity, or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein.
- L. The Individual/Company hereby represents and warrants:
 - 1. That it is now, or will be by the time the contract is executed, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 - 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 - 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
 - 5. In addition to any other remedy available to the Development Authority, breach of

any of the services contracted herein shall, at the election of the BCDA, be grounds for termination of the contract. Failure of the Development Authority to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to the BCDA.

- M. Hold Harmless/Indemnification: If a contract is awarded, the successful Individual/Company will be required to indemnify and hold the Development Authority, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Individual's/Company's performance of the contract awarded. Any property or work to be provided by the Individual/Company under the contemplated contract will remain at the Individual's/Company's risk until written acceptance by the Development Authority; and the Individual/Company will replace, at Individual's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the BCDA.
- N. Termination for Convenience: The Development Authority may terminate any contract, in whole or in part, whenever it is determined that such termination is in the best interest of the BCDA, without showing cause, upon giving 30 days written notice to the Individual/Company. The Development Authority shall pay all reasonable costs incurred by the Individual/Company up to the date of termination. However, in no event shall the Individual/Company be paid any amount that exceeds the price proposed for the work performed. The Individual/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- O. Termination for Default: When the Individual/Company has not performed or has had unsatisfactorily performed the contract, the Development Authority may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the BCDA. Failure on the part of an Individual/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Individual/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by the Development Authority in re-procuring and completing the work.
- P. Interpretation: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIV. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should the Individual/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the Development Authority. All necessary interpretations will be issued to all Individuals/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Individual/Company to receive any such addendum or interpretation shall not relieve such Individual/Consultant from any obligation under their proposal as submitted. The Berkeley County Development Authority will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS SHALL NOT BE BINDING ON THE DEVELOPMENT AUTHORITY. Every interpretation made by the Development Authority will be made in the form of an addendum that, if issued, will be sent to all interested parties.

**ATTACHMENT A
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of _____

_____ whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above individual/firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Development Authority of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed Name